

Copy

SUM-100

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT: SIERRA NETWORK, INC., a corporation; AL (AVISO AL DEMANDADO): FAKHER HOLDING TOBACCO AND TRADING CO., a business of unknown form; AL FAKHER HOLDING USA, INC., a California corporation; PIONEER VENTURE GROUP, LTD., a company limited**  
Additional Parties Attachment form is attached.  
**YOU ARE BEING SUED BY PLAINTIFF: DAVID HANNA, an individual (LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

NOV 29 2018

Sherri R. Carter, Executive Officer/Clerk  
By Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California, County of Los Angeles  
111 North Hill Street

Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Rodney S. Diggs, Esq. (SBN 274459)  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

IVIE MCNEILL & WYATT

444 S. Flower Street, Suite 1800, LOS ANGELES, CA 90071

DATE: NOV 29 2018

SHERRI R. CARTER Clerk, by  
(Fecha) (Secretario)

Patrice O'Farrell Deputy  
(Adjunto)

213-489-0028

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Al Fakher Holding USA, INC., a California corporation**

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1

SUM-200(A)

SHORT TITLE: Hanna v Sierra Network, Inc., et al	CASE NUMBER: <b>188T CV 06896</b>
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

by shares; EMIL HAKIM, an individual; EHAB ATALLA, an individual; and DOES 1-250, inclusive

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Page 1 of 1

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SUM-100

# SUMMONS (CITACION JUDICIAL)

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(**AVISO AL DEMANDADO**): FAKHER HOLDING TOBACCO AND TRADING  
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Superior Court of California  
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By Deputy

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(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles

111 North Hill Street

Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Rodney S. Diggs, Esq. (SBN 274459)

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

IVIE MCNEILL & WYATT

444 S. Flower Street, Suite 1800, LOS ANGELES, CA 90071

DATE:

NOV 29 2018

SHERRI R. CARTER

Clerk, by  
(Secretario)

Patrice Offord

213-489-0028  
Deputy  
(Adjunto)

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(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

Sierra Network, Inc.,  
a corporation

3. ☒ on behalf of (specify):

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE: Hanna v Sierra Network, Inc., et al	CASE NUMBER: <b>18STCVD6896</b>
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by shares; EMIL HAKIM, an individual; EHAB ATALLA, an individual; and DOES 1-250, inclusive

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Page 1 of 1



Copy

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, number, and address): <b>Rodney S. Diggs, Esq. (SBN 274459)</b> <b>IVIE MCNEILL &amp; WYATT</b> 444 S. Flower Street, Suite 1800, LOS ANGELES, CA 90071 TELEPHONE NO.: 213-489-0028 FAX NO.: 213-489-0552		FOR COURT USE ONLY <b>CONFORMED COPY</b> ORIGINAL FILED Superior Court of California County of Los Angeles  <b>NOV 29 2018</b> Sherri R. Carter, Executive Officer/Clerk By Deputy
ATTORNEY FOR (Name): <b>Plaintiff David Hanna</b>		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: David Hanna v. Sierra Network, Inc., et al		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		CASE NUMBER: <b>18STCV006856</b> JUDGE: DEPT:
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |   |   |
|--|---|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input checked="" type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (08)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☐ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): Thirteen (13)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 28, 2018

Rodney S. Diggs, Esq. (SBN 274459)  
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
<b>Other PI/PD/WD (23)</b>	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	<b>Other Contract (37)</b>	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
<b>Other PI/PD/WD</b>	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-PI/PD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	<b>Other Real Property (e.g., quiet title) (26)</b>	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
<b>Other Non-PI/PD/WD Tort (35)</b>	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SHORT TITLE: Hanna v Sierra Network, Inc., et al

CASE NUMBER

18STCV00606

Copy

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |   |  |
|---|--|
| <p>1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.</p> <p>2. Permissive filing in central district.</p> <p>3. Location where cause of action arose.</p> <p>4. Mandatory personal injury filing in North District.</p> <p>5. Location where performance required or defendant resides.</p> <p>6. Location of property or permanently garaged vehicle.</p> | <p>7. Location where petitioner resides.</p> <p>8. Location wherein defendant/respondent functions wholly.</p> <p>9. Location where one or more of the parties reside.</p> <p>10. Location of Labor Commissioner Office.</p> <p>11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).</p> |
|---|--|

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11



SHORT TITLE: Hanna v Sierra Network, Inc., et al

CASE NUMBER

18STCV00646

Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C-Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Disrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11



SHORT TITLE: Hanna v Sierra Network, Inc., et al

CASE NUMBER

**18STCV06896**

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6180 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

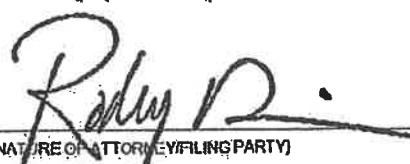
SHORT TITLE: Hanna v Sierra Network, Inc., et al	CASE NUMBER <b>18STCV06896</b>
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b> 14931 Gwenchris Court	
<b>CITY:</b> Paramount	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90723		

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: November 28, 2018

  
 (SIGNATURE OF ATTORNEY FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Copy

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7 **David Hanna, an individual**

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

NOV 29 2018

Sherri R. Carter, Executive Officer/Clerk  
By Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10  
11 **DAVID HANNA, an individual**

12  
13 **Plaintiff,**

14 **vs.**

15  
16 **SIERRA NETWORK, INC., a corporation;**  
17 **AL FAKHER HOLDING TOBACCO**  
18 **AND TRADING CO., a business of**  
19 **unknown form; AL FAKHER HOLDING**  
20 **USA, INC., a California corporation;**  
21 **PIONEER VENTURE GROUP, LTD., a**  
**company limited by shares; EMIL**  
**HAKIM, an individual; EHAB ATALLA,**  
**an individual; and DOES 1-250, inclusive**

22 **Defendants.**

Case No.

**18STCV06896**

COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL

CAUSES OF ACTION FOR:

1. BREACH OF FIDUCIARY DUTY
2. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
3. UNFAIR AND DECEPTIVE BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.
4. VIOLATION OF CALIFORNIA CORPORATIONS CODE § 25401
5. FRAUD
6. VIOLATION OF RULE 10b-5 OF SECURITIES AND EXCHANGE ACT OF 1934
7. NEGLIGENCE
8. CONSPIRACY
9. COMMON COUNTS
10. CONSTRUCTIONAL FRAUD
11. INTENTIONAL MISREPRESENTATION
12. NEGLIGENT MISREPRESENTATION; and
13. RESCISSION OF CONTRACTS



I.  
**INTRODUCTION**

This Complaint for damages and declaratory relief by Plaintiff DAVID HANNA (hereinafter "Plaintiff" or "Hanna") against Defendants SIERRA NETWORK, INC., a California corporation; EMIL HAKIM, an individual; EHAB ATALLA, an individual; AL FAKHER HOLDING TOBACCO TRADING AND AGENCIES, LLC., a Jordanian limited liability company; PIONEER VENTURE GROUP, LTD., a United Arab Emirates company limited by shares; AL FAKHER HOLDING USA, INC., a California corporation; and DOES 1-250, arises out of the August 2017 redemption of Plaintiff's shares in the company at an unfairly low value and under duplicitous circumstances. Plaintiff, upon information and belief and the investigation of his counsel of record, Ivie, McNeill & Wyatt, APLC, hereby alleges as follows:

II.  
**JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction in this action pursuant to 28 U.S.C. §§ 1331, 1332, and 1367. The Court has original jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff asserts claims that arise under the laws of the United States, namely, 17 C.F.R. §240.10b-5. The Court has supplemental jurisdiction over Plaintiff's state law claims because the claims are so related to Plaintiff's federal-question claim that they form the same case and/or controversy.

2. The Court also has subject matter jurisdiction in this action pursuant to 28 U.S.C. §1332(a)(2) because Defendant Al Fakher Holding Tobacco Trading and Agencies, LLC; Pioneer Venture Group, Ltd. are citizens of foreign states and more than \$75,000.00 is in controversy.

3. The Court has specific personal jurisdiction over the parties because each has

1 sufficient contacts with the State of California and has committed tortious acts in the County of  
2 Los Angeles in California or directed to California. Additionally, the damage suffered by  
3 Plaintiff occurred in California.

4         4. This Court also has specific personal jurisdiction over Plaintiff, Sierra Network,  
5 Inc., Emil Hakim and Ehab Atalla because the parties expressly consented to the exclusive  
6 jurisdiction of the courts of the State of California. On February 25, 2017, Plaintiff entered into  
7 an agreement with Emil Hakim and Ehab Atalla wherein the parties consented to the exclusive  
8 jurisdiction of the Superior court of California for the County of Los Angeles to enforce the laws  
9 of the United States and State of California for any dispute involving the agreement. On August  
10 31, 2017, Plaintiff and Sierra Network, Inc. entered into a "Shareholder Confirmation"  
11 agreement wherein the parties agreed that the Agreement would be governed by and construed  
12 and enforced in accordance with the laws of the State of California.

13  
14  
15         5. Accordingly, this Court is the proper venue for this action.

16                                 III.  
17                                 PARTIES

18         6. Plaintiff David Hanna is an adult individual residing in Los Angeles County, State  
19 of California.

20         7. Defendant Sierra Network, Inc., is a California corporation, with its principal  
21 place of business at 14931 Gwenchris Court, Paramount, California 90723. At the pertinent  
22 times mentioned in this Complaint, Defendant Emil Hakim, an individual, was the President,  
23 director and a majority shareholder of Sierra Network, Inc. Upon information and belief, Hakim  
24 was an adult individual residing in Los Angeles County, State of California. At the pertinent  
25 times mentioned in this Complaint, Defendant Ehab Atalla, an individual, was the Chief  
26 Financial Officer, director and a majority shareholder of Sierra Network, Inc. Upon information  
27 and belief, Atalla was an adult individual residing in Los Angeles County, State of California.  
28

10. The true names and capacities, whether individual, corporate, associational or otherwise of DOES 1 through 250, inclusive, are unknown to Plaintiff David Hanna at this time, who, therefore sues said Defendants by such fictitious names, and when their true names and/or capacities are ascertained, Plaintiff will seek leave of Court to amend this Complaint accordingly. Plaintiff is informed and believes, and upon such information and belief, alleges that each of the Defendants designated herein, including DOES 1 through 250, is responsible in some manner and liable herein by reason of negligence, breaches, misrepresentations, omissions to act and other actionable conduct, and that such conduct was a substantial factor in causing the injuries and damages to Plaintiff as hereinafter alleged.

11. Al Fakher is one of the most well-known leading tobacco companies in the world, offering a broad range of top-tier quality shisha tobaccos, hookah tobaccos and non-tobacco molasses around the globe. Al Fakher's product notoriety and market strength are a result of targeted business efforts to expand the company and dominate the sales and distribution markets.

**COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL**



1 of Al Fakher's corporate chain with a myriad of subsidiaries under its umbrella, including  
2 operations companies, manufacturing companies and investment companies.

3 13. In 2017, Sierra Network, Inc. ("Sierra Network") was the only authorized  
4 distributor of Al Fakher's product in the United States. The companies entered into an exclusive  
5 distribution agreement where Sierra Network imported the products wholesale from Al Fakher  
6 and then supplied the products to businesses across the United States.

7  
8 14. Sierra Network, Inc. was incorporated in the State of California in 2004 by Emil  
9 Hakim and Ehab Atalla ("Director Defendants") as the sole members of the company.  
10 According to the Certificate of Amendment of Articles of Incorporation on file with the  
11 California Secretary of State, Sierra Network has only one class of common stock with 1000  
12 shares in total.

13  
14 15. Pursuant to a Shareholder's Agreement dated October 16, 2009, Plaintiff David  
15 Hanna purchased 125 shares of Sierra Network stock in exchange for cash and services. In total,  
16 Sierra Network had four shareholders. The entirety of Sierra Network's stock was distributed  
17 among the shareholders as follows:

Shareholder	Number of Shares	Ownership Percentage
Emil Hakim	375 Shares	37.5%
Ehab Atalla	375 Shares	37.5%
David Hanna	125 Shares	12.5%
Sherif Atalla	125 Shares	12.5%

18  
19  
20  
21  
22  
23  
24 16. At all relevant times, Emil Hakim was the President and CEO of Sierra Network  
25 and Ehab Atalla was Chief Financial Officer. Upon information and belief, Emil Hakim and  
26 Ehab Atalla were the sole directors, officers, and majority shareholders of Sierra Network.  
27 Sherif Atalla and Plaintiff David Hanna were minority shareholders.  
28

1           17. Al Eqbal Investment Co. released a memo on July 28, 2017 concerning Al  
2 Fakher's plan to gain majority control over its distribution markets. Upon information and  
3 belief, according to this memo and also according to Al Eqbal Investment Co.'s December 31st  
4 2017 Financial Statement and Audit Report, on July 26, 2017 the company (through its  
5 subsidiary, Defendant Al Fakher Holding for Tobacco Trading and Agencies, LLC, herein "Al  
6 Fakher Holding TTA") purchased the rights to distribute its own product from many of the  
7 distribution companies it utilized in 53 countries for a total price of \$187.5 Million U.S. Dollars.

9           18. Additionally, the July 28, 2017 memo stated that subsidiary Al Fakher Holding  
10 TTA was in the process of finalizing negotiations for the acquisition of a distribution company  
11 responsible for 10% of Al Fakher's total distribution activity for an anticipated buyout price of  
12 \$55 Million U.S. Dollars.

13           19. Al Eqbal Investment Co.'s December 31<sup>st</sup>, 2017 Financial Statement and Audit  
14 Report showed *only one more acquisition of a distribution company* in the year of 2017 besides  
15 the July 26, 2017 distribution rights acquisition: Sierra Network, Inc.

16           20. Plaintiff is informed and believes, and upon such belief alleges that at least as of  
17 the time of Al Eqbal Investment Co.'s July 28, 2017 memo, majority shareholders and directors  
18 of Sierra Network Defendant Emil Hakim and Defendant Ehab Atalla had been engaging in  
19 negotiations with Defendant Al Fakher Holding TTA for the sale of Sierra Network.  
20

21           21. Director Defendants informed Plaintiff of their intent to sell the company to Al  
22 Fakher and expressed their desire to redeem all of Plaintiff's shares in Sierra Network prior to  
23 the sale. Plaintiff agreed.  
24

25           22. On August 1, 2017, in contemplation and anticipation of Sierra Network's  
26 potential sale, Director Defendants presented to Plaintiff a Shareholder Agreement Addendum  
27 which changed the way Sierra Network's stock value would be calculated. According to the  
28

1 Addendum, the value of Plaintiff's shares:

2 "will be equal to the book value of the Assets less all Liabilities, *and not*  
3 *including any goodwill, fair market value, or business value in the Company, or*  
4 *any other compensation (which solely belongs fifty-percent (50%) to Emil Hakim*  
5 *and fifty-percent (50%) to Ehab Atalla)*... which is the Closing Net Book Value of  
the Company on August 1, 2017."

6 23. The August 1, 2017 Addendum also changed the boundaries of the release  
7 language. The release clause in the previous Shareholder Agreement clause stated:

8 "In the event of the Company's Liquidation, each Party hereby releases one  
9 another and the Company from all known and unknown claims related to the  
10 operations of the Company, the Share's Holder Agreement (sic), and the Sell and  
11 Buy Agreement, exclusive of any obligations arising under the terms of this  
Agreement."

12 However, the August 1, 2017 release required:

13 "David Hanna and Sherif Atalla hereby release Emil Hakim, Ehab Atalla  
14 and the Company from all known and unknown claims related to the operations of  
15 the Company, *the Liquidations, and all valuation of their respective shares in the*  
*Company*, exclusive of any obligations arising under the terms of this Addendum."

16 24. According to the Closing Statement attached as Exhibit A to the Addendum, as of  
17 August 1, 2017 Sierra Network, Inc. was valued to be worth \$12,693,151.03 U.S. Dollars.  
18 According to this valuation provided to Plaintiff, the fair value of Plaintiff's common stock was  
19 equal to 12.5% of this number—\$2,108,553.34 U.S. Dollars.

20 25. Upon information and belief, Plaintiff believes and hereby alleges that Director  
21 Defendants knew the companies were negotiating around a significantly higher sale price than  
22 the \$12.7 Million Dollar valuation they provided to Plaintiff (around the \$55 Million Dollar price  
23 tag mentioned in Al Eqbal's July 28, 2017 memo).

24 26. Director Defendants breached their fiduciary obligations by engaging in gross  
25 dishonesty and fraud by purposely concealing the actual value of Sierra Network in order to  
26 mislead Plaintiff and to induce Plaintiff into selling his stock to Director Defendants at a bargain  
27  
28



1 price. Director Defendants took advantage of their secret knowledge that, at the time Plaintiff  
2 sold his stock, they were *certain* Sierra Network would be sold to Al Fakher at a significantly  
3 higher price.

4 27. Upon information and belief, Director Defendants continued to negotiate a much  
5 higher sale price than the valuation they told Plaintiff, and simultaneously continued to deceive  
6 Plaintiff into entering into additional contractual agreements that Plaintiff had no way of  
7 knowing were drafted to protect Director Defendants' anticipated windfall.

9 28. On August 31, 2017, Director Defendants presented Plaintiff with a Shareholder  
10 Confirmation Agreement ("Shareholder Confirmation"). According to the Shareholder  
11 Confirmation, Plaintiff was to receive \$2,108,553.34 in exchange for all of his stock in Sierra  
12 Network, "*which the Parties acknowledge and agree is the value of Hanna's 12.5% equity*  
13 *interest in Sierraas* (sic)."

15 29. The Shareholder Confirmation expanded the release language once again. Upon  
16 information and belief, Director Defendants improperly utilized the release clause to induce  
17 Plaintiff into unknowingly waiving his right to seek any remedy from Director Defendants'  
18 willful, intentional and calculated misconduct. The release paragraph stated:

19 Hanna hereby releases Al-Eqbal Investment Co., (PLC) a Jordanian  
20 company, and all "Al Fakher" entities, including, but not limited to Al Fakher  
21 Tobacco Factory F.Z.E., Al Fakher International Co., and Al Faker Tobacco and  
22 Trading Co., from all known and unknown, past, preset, or future claims related to  
23 the operations of Sierra, and Hanna's employment by or position at Sierra,  
24 exclusive of any obligations arising under the terms of this Confirmation.  
25 Additionally, Hanna further releases Sierra, Emil Hakim, and Ehab Atalla from all  
26 known and unknown past, present and future claims related to the operations of  
27 Sierra Network, Inc., and Hanna's employment by or position at Sierra Network,  
28 Inc., exclusive of any obligation arising under the terms of this Confirmation.

30. On September 24, 2017, Al Fakher Holding TTA's subsidiary Pioneer Venture  
Group, Co. created "Al Fakher Holding, USA, Inc." in the State of California for the purpose of

1 acquiring Sierra Network.

2 31. On October 23, 2017, Director Defendants asked Plaintiff to execute a "Form of  
3 Acknowledgement and Release" in favor of Al Fakher Holding, USA, Inc. and Sierra Network.  
4 The deceitful release language expanded again to prohibit any and all claims that Plaintiff:

5  
6 "may now own or hold, or have at any time prior to the date hereof may  
7 have owned or held, or may at any time own or hold *by reason of any matter or*  
8 *thing arising from any cause or event whatsoever* that occurred on or prior to the  
9 date hereof, *including but not limited to those related to, or arising from, Hanna's*  
ownership of the Shares or sale of the Shares prior to the consummation of the  
transaction with Buyer [Al Fakher Holding, USA, Inc]."

10 32. The Agreement also included the following clause:

11 "*Hanna assumes all risk of mistake. If Hanna should subsequently*  
12 *discover that any fact relied upon by him in entering into this Agreement was not*  
13 *true or that any fact was not known or that his understanding of the facts or the*  
14 *law was incorrect, such party shall not be entitled to any relief in connection*  
*herewith. Notwithstanding the generality of the foregoing, no party shall have*  
*any right or claim to set aside or rescind this Agreement.*"

15 33. This contract language, which is voidable by public policy, was slightly expanded  
16 in a November 10, 2017 "Acknowledgement of Release" entered into by Plaintiff, Sierra  
17 Network, Emil Hakim and Ehab Atalla. The Acknowledgement of Release required Plaintiff to:

18  
19 "fully and forever release, acquit and discharge Sierra, Al Fakher Holdings  
20 USA, Inc., Hakim, Atalla, and each of their affiliates... from any liabilities... *of*  
21 *any form whatsoever, of whatever kind or nature in law, equity or otherwise...*  
22 including but not limited to *those related to, or arising from, Hanna's ownership*  
*of the Shares or sale of the Shares prior to the consummation of Sierra, Hakim*  
*and/or Atalla's transaction with Al Fakher Holding USA, Inc.*"

23 34. Upon information and belief, Plaintiff believes and alleges that Director  
24 Defendants knew of the true position of the company yet purposely misled Plaintiff about its  
25 potential purchase price and valuation in order to improperly redeem Plaintiff's shares at a false  
26 low price immediately prior to a much more valuable sale of the company.

27 35. Throughout Director Defendants' negotiations with Al Fakher on the one hand  
28

1 and redemption transaction with Plaintiff on the other hand, Director Defendants repeatedly  
2 misrepresented to Plaintiff that Sierra Network's valuation was only \$12.7 Million U.S. Dollars.

3 36. On December 4, 2017, three months after Plaintiff sold his 12.5% equity interest  
4 for \$2.1 Million U.S. Dollars, Al Fakher Holdings USA, Inc. acquired Sierra Network from the  
5 only remaining shareholders, Emil Hakim and Ehab Atalla, for a purchase price of \$38.6 Million  
6 U.S. Dollars.

7  
8 37. In ignorance of the falsity of Director Defendants' misleading statements and  
9 their failure to disclose material facts, Plaintiff relied thereon to his detriment in selling his  
10 shares of Sierra Network stock at a price which was not fair.

11 38. As a direct and proximate result of Defendants' acts and omissions, Plaintiff has  
12 been damaged in an amount in excess of the jurisdictional requirements of this Court, to be  
13 established in accordance with the proof at trial.

14  
15 **FIRST CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**  
16 ***(Against Director Defendants and DOES 1-250, inclusive)***

17 39. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
18 through 38, above.

19 40. As directors, officers, and majority shareholders of Sierra Network, Inc.,  
20 Defendants Emil Hakim and Ehab Atalla ("Director Defendants") owed a fiduciary duty to  
21 Plaintiff as a minority shareholder of the company and thus were required to refrain from  
22 abusing their positions of directors, officers, and majority shareholders in a manner that favors  
23 Director Defendants' personal interests at the expense of Plaintiff. Director Defendants have a  
24 duty to refrain from activity orchestrated to benefit themselves at the expense of the Plaintiff.

25 41. Director Defendants, in performing and omitting to perform the acts hereinabove  
26 alleged, had a confidential and fiduciary relationship whereby Director Defendants undertook  
27 actions for the benefit of Plaintiff, including but not limited to, the obligation to render a full and  
28



1 fair disclosure to Plaintiff of all the facts that materially affects the rights and interests of a  
2 fellow shareholder such as Plaintiff.

3 42. Director Defendants owed Plaintiff the highest duties of loyalty, honesty, fidelity,  
4 trust, candor, disclosure and due care in their fiduciary obligations, as follows:

- 5 i) To act faithfully towards Plaintiff and his interests;
- 6 ii) To faithfully disclose all potential and existing conflicts of interest; —
- 7 iii) To faithfully and diligently keep Plaintiff informed of all material developments
- 8 that affected his interests; and
- 9 iv) To refrain from intentional dishonesty.

10 43. As set forth above, Director Defendants breached their obligations and fiduciary  
11 duties of care, loyalty, reasonable inquiry, oversight, good faith and supervision, by:

- 12 i) Materially misleading Plaintiff about the fair value of Sierra Network, Inc. in the
- 13 upcoming sale;
- 14 ii) Redeeming Plaintiff's shares at an unfairly low value;
- 15 iii) Redeeming Plaintiff's shares without disclosing the fair value of Sierra Network,
- 16 Inc. as of the date of redemption;
- 17 iv) Failing to disclose to Plaintiff, a minority shareholder, information affecting the
- 18 value of Plaintiff's shares after Plaintiff agrees to sell the shares but before the sale took place;
- 19 v) Redeeming Plaintiff's shares without disclosing their inherent conflict of interest
- 20 arising from their capacities as officers, directors, majority shareholders, and insiders;
- 21 vi) Failing to disclose appraisals of share value and profit projection to Plaintiff in
- 22 connection with the sale of Sierra Network, Inc.;
- 23 vii) Seeking multiple releases from liability without first providing a full and fair
- 24 statement of the nature and effects of their acts;
- 25
- 26
- 27
- 28

1       viii) Engaging in intentional dishonesty and fraud by disseminating false information  
2 and making misleading omissions; and

3       ix) Other acts and omissions which may be discovered during the course of our  
4 investigation.

5       44. In failing to disclose material facts and committing the breaches of fiduciary  
6 duties and obligations as set forth herein, Director Defendants acted intentionally, willfully,  
7 maliciously, oppressively, fraudulently, and/or in conscious disregard of the rights and interests  
8 of Plaintiff.

9       45. As a direct and proximate result of Director Defendants' breach of their fiduciary  
10 duties, Plaintiff has suffered economic and non-economic losses in an amount according to  
11 proof.

12  
13  
14       **SECOND CAUSE OF ACTION FOR BREACH OF IMPLIED COVENANT OF**  
15       **GOOD FAITH AND FAIR DEALING**  
16       ***(Against Director Defendants and DOES 1-250, inclusive)***

17       46. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
18 through 45, above.

19       47. As discussed above, on various dates between November 1, 2007 and November  
20 10, 2017, Plaintiff entered into oral and written contracts with Emil Hakim, Ehab Atalla and/or  
21 Sierra Network, Inc. The written contracts were binding on the parties' heirs, successors, and  
22 assigns. Sierra Network, Inc. was purchased by Fakher Holding, USA, Inc. which owns 100% of  
23 Sierra Network's stock.

24       48. The written contracts between Plaintiff and Defendants contained an implied  
25 covenant of good faith and fair dealing that obligated Defendants to perform their duties and  
26 obligations competently, professionally, and with due diligence and to refrain from doing any act  
27 which would prevent or impede Plaintiff from obtaining the benefit of his bargain.  
28

1           49. As a direct and proximate result of Defendants' breaches of the covenant, Plaintiff  
2 has incurred special, general, and consequential damages in amount to be established at trial in  
3 accordance with the proof.

4                   **THIRD CAUSE OF ACTION FOR UNFAIR AND DECEPTIVE BUSINESS**  
5 **PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE**

6                           **SECTION 17200, et seq.**  
7                           ***(Against All Defendants and DOES 1-250, inclusive)***

8           50. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
9 through 49, above.

10          51. The Unfair Competition Law defines unfair business competition to include any  
11 "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or  
12 misleading" advertising.

13          52. A business act or practice is "unfair" under the Unfair Competition Law if the  
14 reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the  
15 harm to the alleged victims.

16          53. Defendants have violated the unfair prong of the Unfair Competition Law by  
17 systematically failing to disclose to Plaintiff material information concerning the actual value of  
18 his shares prior to redemption. Director Defendants engaged in purposeful conduct with the  
19 intention of giving Plaintiff an unfairly low price for his shares in order to obtain a significantly  
20 higher price for them in the final sale of the company.

21          54. These acts and practices are unfair because they rob minority shareholders of  
22 trust in the directors and the confidence in the belief that majority shareholders have every  
23 stockholder's best interest in mind when acting.

24          55. The gravity of the harm to members of the class resulting from these unfair acts  
25 and practices outweighs any conceivable reasons, justifications or motives of Defendants for  
26 engaging in such acts.  
27  
28

1           56. Through their unfair acts and practices, Defendants have improperly obtained  
2 money from Plaintiff and similarly situated Class members.

3           57. As such, Plaintiff requests that this Court cause Defendants to restore this money  
4 to Plaintiffs and all Class members, and to enjoin Defendants from continuing to violate the  
5 Unfair Competition Law as alleged herein. Otherwise, Plaintiff may be irreparably harmed  
6 and/or denied an effective and complete remedy if such an order is not granted.  
7

8                   **FOURTH CAUSE OF ACTION FOR VIOLATION OF CALIFORNIA**  
9                   **CORPORATIONS CODE § 25401**  
                  ***(Against Director Defendants and DOES 1-250, inclusive)***

10           58. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
11 through 57, above.

12           59. Section 25401 of the *California Corporations Code* makes it unlawful for any  
13 person to buy or offer to buy a security in this state by means of any written or oral  
14 communication that includes an untrue statement of a material fact or omits to state a material  
15 fact necessary to make the statements made, in the light of the circumstances under which the  
16 statements were made, not misleading.  
17

18           60. In connection with Director Defendant's purchase of Plaintiff's shares as  
19 described herein, Defendants knowingly or with reckless disregard for the truth made various  
20 misleading statements of material facts and/or omissions of material facts necessary in order to  
21 make the statements made, in light of the circumstances under which the statements were made,  
22 not misleading.  
23

24           61. Director Defendants failed to disclose all facts known to them concerning the sale  
25 of Sierra Network, Inc. and the valuation of Plaintiff's shares, which they had a fiduciary  
26 obligation to disclose to Plaintiff.  
27

28           62. The purpose and effect of Director Defendants' conduct was to cause the sale of



1 Plaintiff's shares to be made under circumstances which benefited Director Defendants but  
2 caused detriment to Plaintiff.

3 63. In ignorance of the falsity of the misleading statements and the failure of Director  
4 Defendants to disclose material facts, Plaintiff relied thereon to his detriment in selling his shares  
5 at a price which was not fair.

6  
7 64. As a direct result of Director Defendants' wrongful conduct, Plaintiff has suffered  
8 economic and non-economic damages in an amount to be determined at trial.

9 **FIFTH CAUSE OF ACTION FOR FRAUD**  
10 ***(Against Director Defendants and DOES 1-250, inclusive)***

11 65. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
12 through 64, above.

13 66. Director Defendants owed a fiduciary duty of candor to Plaintiff. By virtue of  
14 Plaintiff having placed his trust and confidence in Director Defendants' fidelity and integrity and  
15 entrusting Director Defendants to act fairly, a confidential relationship existed at all relevant  
16 times between Plaintiff and Director Defendants. As fiduciaries, Director Defendants had a duty  
17 to make full disclosure to Plaintiff of all material facts in connection with the sale of his shares in  
18 Sierra Network.

19  
20 67. Plaintiff in fact placed confidence and reliance on Director Defendants' various  
21 misleading statements or material facts and/or omission of material facts in connection with  
22 Plaintiff's sale of his stock to Director Defendants.

23 68. In ignorance of the falsity of the misleading statements and the failure of Director  
24 Defendants to disclose material facts, Plaintiff relied thereon to his detriment in signing multiple  
25 sham contracts and selling his shares of company stock at a price which was unfair.

26  
27 69. As a result of Director Defendants' fraudulent actions, they gained an unjust  
28 advantage over Plaintiff. Upon information and belief, Director Defendants engaged in the

1 conduct alleged herein with the intent to deceive and defraud Plaintiff into believing that his  
 2 interests were being fully protected when in reality they were not.

3 70. As a direct, proximate and substantial cause and result of Director Defendants'  
 4 fraudulent conduct, Plaintiff has suffered injuries as set forth more fully herein and according to  
 5 proof at trial.

6 71. In failing to disclose material facts and committing the breaches of fiduciary  
 7 duties and obligations as set forth herein, Director Defendants acted intentionally, willfully,  
 8 maliciously, oppressively, fraudulently, and/or in conscious disregard of the rights and interests  
 9 of Plaintiff. By reason thereof, Plaintiff is entitled to recover from Defendants punitive damages  
 10 and exemplary damages in an amount sufficient to punish and make an example of Defendants  
 11 pursuant to *California Civil Code* § 3294.

12 72. As a result of Director Defendants' conduct alleged herein, Plaintiff is entitled to  
 13 unilateral rescission of each contract which Plaintiff entered into under mistake, fraud, duress  
 14 and/or undue influence exercised by or with the connivance on behalf of Director Defendants  
 15 pursuant to *California Civil Code* § 1689(b). Specifically, Plaintiff is entitled to rescission of the  
 16 following Agreements:

- 17 i) "Sierra Network, Inc. Shareholder Agreements Amendment," executed February  
 18 25, 2017;
- 19 ii) "Sierra Network, Inc. Shareholder Agreements Addendum," executed August 1,  
 20 2017;
- 21 iii) "Shareholder Confirmation," executed August 31, 2017;
- 22 iv) "Form of Acknowledgement and Release," executed October 23, 2017; and
- 23 v) "Acknowledgement of Release," executed November 10, 2017.

24 ///

**SIXTH CAUSE OF ACTION FOR VIOLATION OF RULE 10b-5 OF  
SECURITIES AND EXCHANGE ACT OF 1934**

*(Against All Defendants and DOES 1-250, inclusive)*

73. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 72, above.

74. Section 10(b) of the Securities Exchange Act of 1934 and SEC Rule 10b-5 make it unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange to engage in any act or make any untrue statement/omission of a material fact in order to defraud a person in connection with the sale of any security.

75. Upon information and belief, in connection with the purchase and sale of Plaintiff's shares in Sierra Network, Inc. as described herein, Director Defendants knowingly caused certain documents to be mailed, and assertions to be made which included various misleading statements of material facts and/or omissions of material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

76. Director Defendants failed to disclose all facts known to them concerning their purchase of Plaintiff's shares, which disclosure they were required to perform because of their fiduciary duties owed to Plaintiff. The purpose and effect of Director Defendants' conduct was to cause Plaintiff to sell his stock at an unfair price which benefitted Director Defendants but caused detriment to Plaintiff.

77. In ignorance of the deceptiveness of Director Defendants' conduct, Plaintiff did in fact rely thereon to his detriment in selling his shares to Director Defendants at a price far below what Director Defendants knew was the fair value.

78. As a direct and proximate result of Director Defendants' conduct, Plaintiff has

1 been damaged in an amount according to proof.

2 **SEVENTH CAUSE OF ACTION FOR NEGLIGENCE**

3 ***(Against All Defendants and DOES 1-250, inclusive)***

4 79. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
5 through 78, above.

6 80. Defendants owed Plaintiff a duty of care by virtue of their position as directors,  
7 officers, and majority shareholders of Sierra Network, Inc.

8 81. Defendants breached their duty of care in multiple ways, including, but not  
9 limited to: breaching their duty of candor, breaching their duty to disclose material information,  
10 breaching their duty to act in good faith in connection with enticing Plaintiff to enter into secretly  
11 misleading contracts and in connection with the purchase and sale of Plaintiff's shares prior to  
12 the sale of the entire company.  
13

14 82. As a direct and proximate result of Defendants' breach of fiduciary duties,  
15 Plaintiff has suffered economic and non-economic losses in an amount according to proof.  
16

17 **EIGHTH CAUSE OF ACTION FOR CONSPIRACY**

18 ***(Against All Defendants and DOES 1-250, inclusive)***

19 83. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
20 through 82, above.

21 84. Upon information and belief, Plaintiff believes and herein alleges that Al Fakher  
22 Holding Tobacco and Trading Co., along with its subsidiaries Pioneer Venture Group, Ltd. and  
23 Al Fakher Holding USA, Inc. (the "Al Fakher Defendants") were aware of and participated in  
24 Director Defendants' plan to deceive Plaintiff out of a fair compensation for Plaintiff's shares in  
25 Sierra Network, Inc. based on what Al Fakher Defendants knew or reasonably should have  
26 known was going to be the final purchase price for Sierra Network, Inc.

27 85. The memo released by Al Eqbal Investment Co. on July 28, 2017 acknowledged a  
28



1 valuation of Sierra Network, Inc. at around \$55 Million U.S. Dollars. Throughout the deal  
2 process, Plaintiff believes and herein alleges that Al Fakher Defendants and Director Defendants  
3 conspired together to cause Plaintiff to execute amendments to the Shareholder Agreements  
4 which would release Al Fakher Defendants from liability for the deceitful actions alleged herein  
5 without Plaintiff having any reason to know the true nature of and reason for the amendments.  
6

7 86. Plaintiff alleges that Al Fakher Defendants agreed with Director Defendants and  
8 so intended the wrongful acts against Plaintiff alleged herein to be committed. Plaintiff further  
9 alleges that due to the relationship between the Director Defendants and Al Fakher Defendants,  
10 the sale was not an arms-length transaction. Thus, based on the circumstances of the transaction,  
11 the nature of the acts done, the relationship between the defendants and the interests of the co-  
12 conspirators, Plaintiff believes defendants conspired to cause Plaintiff's rightful earnings to be  
13 redirected to Director Defendants. In a further attempt to conceal the proper valuation of the  
14 company, Plaintiff believes and herein alleges that Al Fakher Defendants falsely labeled the  
15 additional amounts paid as "goodwill," after Director Defendants had Plaintiff agree in a  
16 contractual amendment that he would not partake in.  
17

18 87. As a direct and proximate result of Defendants' breach of fiduciary duties,  
19 Plaintiff has suffered economic and non-economic losses in an amount according to proof.  
20

21 **NINTH CAUSE OF ACTION FOR COMMON COUNTS**  
22 ***(Against Director Defendants and DOES 1-250, inclusive)***

23 88. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
24 through 87, above.

25 89. Plaintiff alleges that Director Defendants received money that rightfully belonged  
26 to Plaintiff.

27 90. Due to Director Defendants' dishonesty toward Plaintiff, Director Defendants  
28 received Plaintiff's money and retained it. The money was never used for the benefit of Plaintiff.

1           91. Director Defendants still have not given Plaintiff the money he is owed. Instead,  
2 Director Defendants attempted to shield themselves from paying what equity requires by  
3 entering into deceitful contracts with Plaintiff. In equity and good conscious, the funds that  
4 Director Defendants received for Plaintiff's 12.5% equity in Sierra Network, above and beyond  
5 the funds already provided to Plaintiff, should be given to Plaintiff.  
6

7                   **TENTH CAUSE OF ACTION FOR CONSTRUCTIVE FRAUD**  
8                   ***(Against Director Defendants and DOES 1-250, inclusive)***

9           92. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
10 through 91, above.

11           93. Director Defendants were directors of Sierra Network, Inc. and therefore owed a  
12 fiduciary duty to Plaintiff to provide complete and accurate information in connection with the  
13 sale of his shares.

14           94. Director Defendants breached this duty by failing to provide Plaintiff with  
15 complete and accurate information. Rather, the information Director Defendants gave to  
16 Plaintiff regarding the fair value of his shares was inaccurate and/or incomplete, which Director  
17 Defendants knew or should have known was incorrect.  
18

19           95. Plaintiff reasonably relied on the information provided to him by Director  
20 Defendants. Thus, Director Defendants' failure to disclose information misled Plaintiff to his  
21 detriment.

22           96. Had Director Defendants disclosed complete and accurate information, Plaintiff  
23 reasonably would have behaved differently. As a direct result of Director Defendants' conduct,  
24 Plaintiff suffered economic and non-economic harm.  
25

26 ///

27 ///

28 ///

**ELEVENTH CAUSE OF ACTION FOR INTENTIONAL  
MISREPRESENTATION**

***(Against Director Defendants and DOES 1-250, inclusive)***

97. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 96, above.

98. At the time Director Defendants made false misrepresentations to Plaintiff concerning the valuation of his shares, Director Defendants knew that the shares were worth a much higher value based on their negotiations with Al Fakher.

99. However, in an effort to unfairly usurp the profits owed to Plaintiff, Director Defendants made such false representations to Plaintiff with the express intent of deceiving him and inducing his reliance upon the statements and low valuation of Sierra Network.

100. Plaintiff justifiably relied on Director Defendants' intentional misrepresentations, which caused him economic and non-economic injury.

**TWELFTH CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION**  
***(Against Director Defendants and DOES 1-250, inclusive)***

101. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 100, above.

102. Director Defendants represented to Plaintiff that his shares were worth only around \$2 Million U.S. Dollars. This representation was, in fact, not true. Director Defendants had no reasonable grounds for believing this representation was true when they continuously made it to Plaintiff.

103. Director Defendants made said misrepresentations to Plaintiff with the intention that he rely on them. Plaintiff did, in fact, reasonably rely on Director Defendants' misrepresentations.

104. As a direct and proximate result of Plaintiff's reliance on Director Defendants' representations, Plaintiff suffered harm.

**THIRTEENTH CAUSE OF ACTION FOR RESCISSION OF CONTRACTS**  
***(Against Director Defendants and DOES 1-250, inclusive)***

105. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 104, above.

106. At the time Plaintiff entered into the Amendments to Shareholder Agreements, he had no reason to know of Director Defendants' fraudulent intent to deceive and harm Plaintiff. In actuality, through a series of contractual agreements and amendments to agreements, Director Defendants were, in essence, attempting to build a protective shield around the profits they knew they would receive which rightfully belonged to Plaintiff.

107. Based on the knowledge and information that Plaintiff now knows, which he had no reasonably way of knowing of at the time of contracting, the contracts were executed under fraud, mistake of fact, and contained unconscionable terms.

108. Equity and justice require rescission of each contract and amendment in order to allow Plaintiff an avenue to seek a fair remedy for defendants' transgressions against him. Had Director Defendants fulfilled their fiduciary duties and disclosed all material facts known to them at the time of entering into the contracts with Plaintiff, Plaintiff would have likely acted differently and not entered into the agreements.

109. Due to defendants' conduct, justice and fairness require the contracts to be rescinded. The language in the contracts concerning releasing defendants from liability is unconscionable. The language in the contracts concerning the proper and fair valuation of Plaintiff's shares in the company is unconscionable. The language in the contracts stating that Plaintiff has no right to profits the company receives under the guise of "goodwill" is a sham and unconscionable.

110. As a direct and proximate result of Director Defendants' extensive misdeeds, Plaintiff has suffered economic and non-economic losses which require rescission of the



1 contracts.

2 V.  
3 PRAYER FOR RELIEF

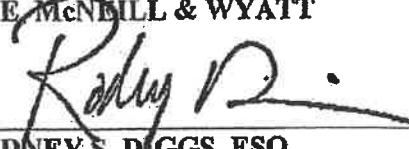
4 WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them,  
5 as to all causes of action, as follows:

- 6 1. Plaintiff demands a jury trial as to the issues so triable;
- 7 2. Special damages according to proof;
- 8 3. General damages according to proof;
- 9 4. Rescission of contracts;
- 10 5. Restitution and disgorgement of all benefits and other undue compensation  
11 obtained by Defendants at the expense of Plaintiff;
- 12 6. Attorneys' fees and costs pursuant to *California Civil Code* § 1717;
- 13 7. Declaratory and punitive damages;
- 14 8. Equitable and/or injunctive relief as permitted by law and equity including  
15 restitution, attaching, impounding, imposing a constructive trust on, or otherwise restricting  
16 Defendants' assets so as to ensure that Plaintiff recover any judgments obtained against the  
17 Defendants for their misdeeds; and
- 18 9. Such further relief as the Court deems just and proper.

19 Dated: November 28, 2018

20 IVIE McNEILL & WYATT

21 By:

22   
23 RODNEY S. DIGGS, ESQ.  
24 CHAENA B. DADE, ESQ.  
25 Attorneys for Plaintiffs,  
26 DAVID HANNA  
27  
28

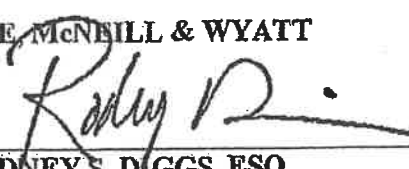
**DEMAND FOR JURY TRIAL**

Plaintiff DAVID HANNA hereby demands a jury trial on all causes of action in the above-referenced matter.

Dated: November 28, 2018

IVIE, McNEILL & WYATT

By:

  
\_\_\_\_\_  
RODNEY S. DIGGS, ESQ.  
CHAENA B. DADE, ESQ.  
Attorneys for Plaintiffs,  
DAVID HANNA

<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>		Reserved for Clerk's File Stamp  <div style="text-align: center;"> <b>FILED</b>          Superior Court of California          County of Los Angeles  <b>11/29/2018</b>          Sherri R. Carter, Executive Officer / Clerk of Court          By: <u>Patrice Offord</u> Deputy       </div>
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
<b>NOTICE OF CASE ASSIGNMENT</b>  <b>UNLIMITED CIVIL CASE</b>		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: <b>18STCV06896</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Michelle Williams Court	74					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 12/03/2018

By Patrice Offord, Deputy Clerk

(Date)

### **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

#### **APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

#### **PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

#### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

#### **TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

#### **COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

#### **CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

#### **STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

#### **FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

#### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

#### **Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

#### **\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

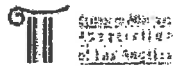


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY,		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER.
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as



SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

## 1. This document relates to:

☐  
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (Insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold informal Discovery Conference: \_\_\_\_\_ (Insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			CASE NUMBER:

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.



### **Advantages of ADR**

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

### **Disadvantages of ADR - ADR may not be suitable for every dispute.**

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

### **The Most Common Types of ADR**

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.**
- **Mediation may not be effective when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.**

- **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option.** Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

## **Additional Information**

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

**County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995**

<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>		Reserved for Clerk's File Stamp  <b>FILED</b> Superior Court of California County of Los Angeles <b>11/29/2018</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Patrice Offord</u> Deputy
COURTHOUSE ADDRESS: <b>Stanley Mosk Courthouse</b> <b>111 North Hill Street, Los Angeles, CA 90012</b>		
<b>NOTICE OF CASE ASSIGNMENT</b>  <b>UNLIMITED CIVIL CASE</b>		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: <b>18STCV06896</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
✓ Michelle Williams Court	74				

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 12/03/2018  
(Date)

By Patrice Offord, Deputy Clerk

### **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

#### **APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

#### **PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

#### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

#### **TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

#### **COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

#### **CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

#### **STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

#### **FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

#### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

#### **Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

#### **\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

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- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
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- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

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**County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995**

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

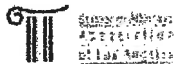


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR \_\_\_\_\_)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR \_\_\_\_\_)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR \_\_\_\_\_)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER.
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER:
DEFENDANT:			
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐

Request for Informal Discovery Conference

☐

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER:
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME),

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

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Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

➤

\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

➤

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

Copy

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, number, and address): <b>Rodney S. Diggs, Esq. (SBN 274459)</b> <b>IVIE MCNEILL &amp; WYATT</b> 444 S. Flower Street, Suite 1800, LOS ANGELES, CA 90071 TELEPHONE NO.: 213-489-0028 FAX NO.: 213-489-0552 ATTORNEY FOR (Name): <b>Plaintiff David Hanna</b> <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse CASE NAME: David Hanna v. Sierra Network, Inc., et al	<b>FOR COURT USE ONLY</b> <b>CONFORMED COPY</b> <b>ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>NOV 29 2013</b> Sherri R. Carter, Executive Officer/Clerk By Deputy
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>19STCV46856</b> JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☐ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): Thirteen (13)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 28, 2018

Rodney S. Diggs, Esq. (SBN 274459)  
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (36) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)  
Enforcement of Judgment  
Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint  
RICO (27)

Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contests  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



SHORT TITLE: Hanna v Sierra Network, Inc., et al

CASE NUMBER

18STCV006896

Copy

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |   |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.<br>2. Permissive filing in central district.<br>3. Location where cause of action arose.<br>4. Mandatory personal injury filing in North District.<br>5. Location where performance required or defendant resides.<br>6. Location of property or permanently garaged vehicle. | 7. Location where petitioner resides.<br>8. Location wherein defendant/respondent functions wholly.<br>9. Location where one or more of the parties reside.<br>10. Location of Labor Commissioner Office.<br>11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

 Auto Tort  
  
 Other Personal Injury/Property  
 Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Hanna v Sierra Network, Inc., et al		CASE NUMBER
		18STCV00685
	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)
		Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals
Contract	Breach of Contract/ Warranty (06) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)
	Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)
	Unlawful Detainer	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs

SHORT TITLE: Hanna v Sierra Network, Inc., et al

CASE NUMBER

18STCVO6896

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Hanna v Sierra Network, Inc., et al

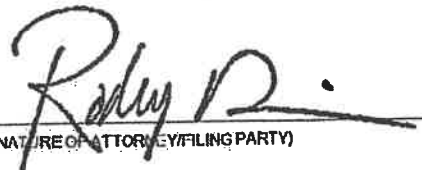
CASE NUMBER

18STCV06896

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		<b>ADDRESS:</b> 14931 Gwenchris Court	
<b>CITY:</b> Paramount	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90723	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: November 28, 2018
  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



Copy

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Superior Court of California  
County of Los Angeles

NOV 29 2018

Sherri R. Carter, Executive Officer/Clerk

By Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 DAVID HANNA, an individual

Case No. **18STCV06896**

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**

13 Plaintiff,

14 vs.

**CAUSES OF ACTION FOR:**

16 SIERRA NETWORK, INC., a corporation;  
17 AL FAKHER HOLDING TOBACCO  
AND TRADING CO., a business of  
18 unknown form; AL FAKHER HOLDING  
USA, INC., a California corporation;  
19 PIONEER VENTURE GROUP, LTD., a  
company limited by shares; EMIL  
20 HAKIM, an individual; EHAB ATALLA,  
an individual; and DOES 1-250, inclusive

22 Defendants.

1. **BREACH OF FIDUCIARY DUTY**
2. **BREACH OF THE COVENANT OF  
GOOD FAITH AND FAIR DEALING**
3. **UNFAIR AND DECEPTIVE  
BUSINESS PRACTICES IN  
VIOLATION OF CALIFORNIA  
BUSINESS AND PROFESSIONS  
CODE SECTION 17200, et seq.**
4. **VIOLATION OF CALIFORNIA  
CORPORATIONS CODE § 25401**
5. **FRAUD**
6. **VIOLATION OF RULE 10b-5 OF  
SECURITIES AND EXCHANGE ACT  
OF 1934**
7. **NEGLIGENCE**
8. **CONSPIRACY**
9. **COMMON COUNTS**
10. **CONSTRUCTIONAL FRAUD**
11. **INTENTIONAL  
MISREPRESENTATION**
12. **NEGLIGENT  
MISREPRESENTATION; and**
13. **RESCISSION OF CONTRACTS**



**I.**  
**INTRODUCTION**

This Complaint for damages and declaratory relief by Plaintiff **DAVID HANNA** (hereinafter "Plaintiff" or "Hanna") against Defendants **SIERRA NETWORK, INC.**, a California corporation; **EMIL HAKIM**, an individual; **EHAB ATALLA**, an individual; **AL FAKHER HOLDING TOBACCO TRADING AND AGENCIES, LLC.**, a Jordanian limited liability company; **PIONEER VENTURE GROUP, LTD.**, a United Arab Emirates company limited by shares; **AL FAKHER HOLDING USA, INC.**, a California corporation; and **DOES 1-250**, arises out of the August 2017 redemption of Plaintiff's shares in the company at an unfairly low value and under duplicitous circumstances. Plaintiff, upon information and belief and the investigation of his counsel of record, Ivie, McNeill & Wyatt, APLC, hereby alleges as follows:

**II.**  
**JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction in this action pursuant to 28 U.S.C. §§ 1331, 1332, and 1367. The Court has original jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiff asserts claims that arise under the laws of the United States, namely, 17 C.F.R. §240.10b-5. The Court has supplemental jurisdiction over Plaintiff's state law claims because the claims are so related to Plaintiff's federal-question claim that they form the same case and/or controversy.

2. The Court also has subject matter jurisdiction in this action pursuant to 28 U.S.C. §1332(a)(2) because Defendant Al Fakher Holding Tobacco Trading and Agencies, LLC; Pioneer Venture Group, Ltd. are citizens of foreign states and more than \$75,000.00 is in controversy.

3. The Court has specific personal jurisdiction over the parties because each has

1 sufficient contacts with the State of California and has committed tortious acts in the County of  
2 Los Angeles in California or directed to California. Additionally, the damage suffered by  
3 Plaintiff occurred in California.

4 4. This Court also has specific personal jurisdiction over Plaintiff, Sierra Network,  
5 Inc., Emil Hakim and Ehab Atalla because the parties expressly consented to the exclusive  
6 jurisdiction of the courts of the State of California. On February 25, 2017, Plaintiff entered into  
7 an agreement with Emil Hakim and Ehab Atalla wherein the parties consented to the exclusive  
8 jurisdiction of the Superior court of California for the County of Los Angeles to enforce the laws  
9 of the United States and State of California for any dispute involving the agreement. On August  
10 31, 2017, Plaintiff and Sierra Network, Inc. entered into a "Shareholder Confirmation"  
11 agreement wherein the parties agreed that the Agreement would be governed by and construed  
12 and enforced in accordance with the laws of the State of California.

13 5. Accordingly, this Court is the proper venue for this action.

14  
15  
16 **III.**  
17 **PARTIES**

18 6. Plaintiff David Hanna is an adult individual residing in Los Angeles County, State  
19 of California.

20 7. Defendant Sierra Network, Inc., is a California corporation, with its principal  
21 place of business at 14931 Gwenchris Court, Paramount, California 90723. At the pertinent  
22 times mentioned in this Complaint, Defendant Emil Hakim, an individual, was the President,  
23 director and a majority shareholder of Sierra Network, Inc. Upon information and belief, Hakim  
24 was an adult individual residing in Los Angeles County, State of California. At the pertinent  
25 times mentioned in this Complaint, Defendant Ehab Atalla, an individual, was the Chief  
26 Financial Officer, director and a majority shareholder of Sierra Network, Inc. Upon information  
27 and belief, Atalla was an adult individual residing in Los Angeles County, State of California.  
28



1 of Al Fakher's corporate chain with a myriad of subsidiaries under its umbrella, including  
2 operations companies, manufacturing companies and investment companies.

3 13. In 2017, Sierra Network, Inc. ("Sierra Network") was the only authorized  
4 distributor of Al Fakher's product in the United States. The companies entered into an exclusive  
5 distribution agreement where Sierra Network imported the products wholesale from Al Fakher  
6 and then supplied the products to businesses across the United States.

8 14. Sierra Network, Inc. was incorporated in the State of California in 2004 by Emil  
9 Hakim and Ehab Atalla ("Director Defendants") as the sole members of the company.  
10 According to the Certificate of Amendment of Articles of Incorporation on file with the  
11 California Secretary of State, Sierra Network has only one class of common stock with 1000  
12 shares in total.

13 15. Pursuant to a Shareholder's Agreement dated October 16, 2009, Plaintiff David  
14 Hanna purchased 125 shares of Sierra Network stock in exchange for cash and services. In total,  
15 Sierra Network had four shareholders. The entirety of Sierra Network's stock was distributed  
16 among the shareholders as follows:

Shareholder	Number of Shares	Ownership Percentage
Emil Hakim	375 Shares	37.5%
Ehab Atalla	375 Shares	37.5%
David Hanna	125 Shares	12.5%
Sherif Atalla	125 Shares	12.5%

24 16. At all relevant times, Emil Hakim was the President and CEO of Sierra Network  
25 and Ehab Atalla was Chief Financial Officer. Upon information and belief, Emil Hakim and  
26 Ehab Atalla were the sole directors, officers, and majority shareholders of Sierra Network.  
27 Sherif Atalla and Plaintiff David Hanna were minority shareholders.  
28

1           17. Al Eqbal Investment Co. released a memo on July 28, 2017 concerning Al  
2 Fakher's plan to gain majority control over its distribution markets. Upon information and  
3 belief, according to this memo and also according to Al Eqbal Investment Co.'s December 31st  
4 2017 Financial Statement and Audit Report, on July 26, 2017 the company (through its  
5 subsidiary, Defendant Al Fakher Holding for Tobacco Trading and Agencies, LLC, herein "Al  
6 Fakher Holding TTA") purchased the rights to distribute its own product from many of the  
7 distribution companies it utilized in 53 countries for a total price of \$187.5 Million U.S. Dollars.

9           18. Additionally, the July 28, 2017 memo stated that subsidiary Al Fakher Holding  
10 TTA was in the process of finalizing negotiations for the acquisition of a distribution company  
11 responsible for 10% of Al Fakher's total distribution activity for an anticipated buyout price of  
12 \$55 Million U.S. Dollars.

14           19. Al Eqbal Investment Co.'s December 31<sup>st</sup>, 2017 Financial Statement and Audit  
15 Report showed *only one more acquisition of a distribution company* in the year of 2017 besides  
16 the July 26, 2017 distribution rights acquisition: Sierra Network, Inc.

17           20. Plaintiff is informed and believes, and upon such belief alleges that at least as of  
18 the time of Al Eqbal Investment Co.'s July 28, 2017 memo, majority shareholders and directors  
19 of Sierra Network Defendant Emil Hakim and Defendant Ehab Atalla had been engaging in  
20 negotiations with Defendant Al Fakher Holding TTA for the sale of Sierra Network.

22           21. Director Defendants informed Plaintiff of their intent to sell the company to Al  
23 Fakher and expressed their desire to redeem all of Plaintiff's shares in Sierra Network prior to  
24 the sale. Plaintiff agreed.

25           22. On August 1, 2017, in contemplation and anticipation of Sierra Network's  
26 potential sale, Director Defendants presented to Plaintiff a Shareholder Agreement Addendum  
27 which changed the way Sierra Network's stock value would be calculated. According to the  
28



1 Addendum, the value of Plaintiff's shares:

2 "will be equal to the book value of the Assets less all Liabilities, *and not*  
 3 *including any goodwill, fair market value, or business value in the Company, or*  
 4 *any other compensation (which solely belongs fifty-percent (50%) to Emil Hakim*  
 5 *and fifty-percent (50%) to Ehab Atalla)...* which is the Closing Net Book Value of  
 the Company on August 1, 2017."

6 23. The August 1, 2017 Addendum also changed the boundaries of the release  
 7 language. The release clause in the previous Shareholder Agreement clause stated:

8 "In the event of the Company's Liquidation, each Party hereby releases one  
 9 another and the Company from all known and unknown claims related to the  
 10 operations of the Company, the Share's Holder Agreement (sic), and the Sell and  
 11 Buy Agreement, exclusive of any obligations arising under the terms of this  
 Agreement."

12 However, the August 1, 2017 release required:

13 "David Hanna and Sherif Atalla hereby release Emil Hakim, Ehab Atalla  
 14 and the Company from all known and unknown claims related to the operations of  
 15 the Company, *the Liquidations, and all valuation of their respective shares in the*  
*Company*, exclusive of any obligations arising under the terms of this Addendum."

16 24. According to the Closing Statement attached as Exhibit A to the Addendum, as of  
 17 August 1, 2017 Sierra Network, Inc. was valued to be worth \$12,693,151.03 U.S. Dollars.  
 18 According to this valuation provided to Plaintiff, the fair value of Plaintiff's common stock was  
 19 equal to 12.5% of this number—\$2,108,553.34 U.S. Dollars.

20 25. Upon information and belief, Plaintiff believes and hereby alleges that Director  
 21 Defendants knew the companies were negotiating around a significantly higher sale price than  
 22 the \$12.7 Million Dollar valuation they provided to Plaintiff (around the \$55 Million Dollar price  
 23 tag mentioned in Al Eqbal's July 28, 2017 memo).

24 26. Director Defendants breached their fiduciary obligations by engaging in gross  
 25 dishonesty and fraud by purposely concealing the actual value of Sierra Network in order to  
 26 mislead Plaintiff and to induce Plaintiff into selling his stock to Director Defendants at a bargain  
 27 price.

1 price. Director Defendants took advantage of their secret knowledge that, at the time Plaintiff  
2 sold his stock, they were *certain* Sierra Network would be sold to Al Fakher at a significantly  
3 higher price.

4 27. Upon information and belief, Director Defendants continued to negotiate a much  
5 higher sale price than the valuation they told Plaintiff, and simultaneously continued to deceive  
6 Plaintiff into entering into additional contractual agreements that Plaintiff had no way of  
7 knowing were drafted to protect Director Defendants' anticipated windfall.

9 28. On August 31, 2017, Director Defendants presented Plaintiff with a Shareholder  
10 Confirmation Agreement ("Shareholder Confirmation"). According to the Shareholder  
11 Confirmation, Plaintiff was to receive \$2,108,553.34 in exchange for all of his stock in Sierra  
12 Network, *"which the Parties acknowledge and agree is the value of Hanna's 12.5% equity*  
13 *interest in Sierraas (sic)."*

15 29. The Shareholder Confirmation expanded the release language once again. Upon  
16 information and belief, Director Defendants improperly utilized the release clause to induce  
17 Plaintiff into unknowingly waiving his right to seek any remedy from Director Defendants'  
18 willful, intentional and calculated misconduct. The release paragraph stated:

19 Hanna hereby releases Al-Eqbal Investment Co., (PLC) a Jordanian  
20 company, and all "Al Fakher" entities, including, but not limited to Al Fakher  
21 Tobacco Factory F.Z.E., Al Fakher International Co., and Al Faker Tobacco and  
22 Trading Co., from all known and unknown, past, preset, or future claims related to  
23 the operations of Sierra, and Hanna's employment by or position at Sierra,  
24 exclusive of any obligations arising under the terms of this Confirmation.  
25 Additionally, Hanna further releases Sierra, Emil Hakim, and Ehab Atalla from all  
26 known and unknown past, present and future claims related to the operations of  
27 Sierra Network, Inc., and Hanna's employment by or position at Sierra Network,  
28 Inc., exclusive of any obligation arising under the terms of this Confirmation.

30. On September 24, 2017, Al Fakher Holding TTA's subsidiary Pioneer Venture  
Group, Co. created "Al Fakher Holding, USA, Inc." in the State of California for the purpose of

1 acquiring Sierra Network.

2 31. On October 23, 2017, Director Defendants asked Plaintiff to execute a "Form of  
3 Acknowledgement and Release" in favor of Al Fakher Holding, USA, Inc. and Sierra Network.  
4 The deceitful release language expanded again to prohibit any and all claims that Plaintiff:

5  
6 "may now own or hold, or have at any time prior to the date hereof may  
7 have owned or held, or may at any time own or hold *by reason of any matter or*  
8 *thing arising from any cause or event whatsoever* that occurred on or prior to the  
9 date hereof, *including but not limited to those related to, or arising from, Hanna's*  
ownership of the Shares or sale of the Shares prior to the consummation of the  
transaction with Buyer [Al Fakher Holding, USA, Inc]."

10 32. The Agreement also included the following clause:

11 *"Hanna assumes all risk of mistake. If Hanna should subsequently*  
12 *discover that any fact relied upon by him in entering into this Agreement was not*  
13 *true or that any fact was not known or that his understanding of the facts or the*  
14 *law was incorrect, such party shall not be entitled to any relief in connection*  
15 *herewith. Notwithstanding the generality of the foregoing, no party shall have*  
16 *any right or claim to set aside or rescind this Agreement."*

17 33. This contract language, which is voidable by public policy, was slightly expanded  
18 in a November 10, 2017 "Acknowledgement of Release" entered into by Plaintiff, Sierra  
Network, Emil Hakim and Ehab Atalla. The Acknowledgement of Release required Plaintiff to:

19 "fully and forever release, acquit and discharge Sierra, Al Fakher Holdings  
20 USA, Inc., Hakim, Atalla, and each of their affiliates... from any liabilities... *of*  
21 *any form whatsoever, of whatever kind or nature in law, equity or otherwise...*  
22 including but not limited to *those related to, or arising from, Hanna's ownership*  
*of the Shares or sale of the Shares prior to the consummation of Sierra, Hakim*  
*and/or Atalla's transaction with Al Fakher Holding USA, Inc."*

23 34. Upon information and belief, Plaintiff believes and alleges that Director  
24 Defendants knew of the true position of the company yet purposely misled Plaintiff about its  
25 potential purchase price and valuation in order to improperly redeem Plaintiff's shares at a false  
26 low price immediately prior to a much more valuable sale of the company.

27 35. Throughout Director Defendants' negotiations with Al Fakher on the one hand  
28

1 and redemption transaction with Plaintiff on the other hand, Director Defendants repeatedly  
2 misrepresented to Plaintiff that Sierra Network's valuation was only \$12.7 Million U.S. Dollars.

3 36. On December 4, 2017, three months after Plaintiff sold his 12.5% equity interest  
4 for \$2.1 Million U.S. Dollars, Al Fakher Holdings USA, Inc. acquired Sierra Network from the  
5 only remaining shareholders, Emil Hakim and Ehab Atalla, for a purchase price of \$38.6 Million  
6 U.S. Dollars.

7  
8 37. In ignorance of the falsity of Director Defendants' misleading statements and  
9 their failure to disclose material facts, Plaintiff relied thereon to his detriment in selling his  
10 shares of Sierra Network stock at a price which was not fair.

11 38. As a direct and proximate result of Defendants' acts and omissions, Plaintiff has  
12 been damaged in an amount in excess of the jurisdictional requirements of this Court, to be  
13 established in accordance with the proof at trial.

14  
15 **FIRST CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**  
16 ***(Against Director Defendants and DOES 1-250, inclusive)***

17 39. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
18 through 38, above.

19 40. As directors, officers, and majority shareholders of Sierra Network, Inc.,  
20 Defendants Emil Hakim and Ehab Atalla ("Director Defendants") owed a fiduciary duty to  
21 Plaintiff as a minority shareholder of the company and thus were required to refrain from  
22 abusing their positions of directors, officers, and majority shareholders in a manner that favors  
23 Director Defendants' personal interests at the expense of Plaintiff. Director Defendants have a  
24 duty to refrain from activity orchestrated to benefit themselves at the expense of the Plaintiff.

25 41. Director Defendants, in performing and omitting to perform the acts hereinabove  
26 alleged, had a confidential and fiduciary relationship whereby Director Defendants undertook  
27 actions for the benefit of Plaintiff, including but not limited to, the obligation to render a full and  
28

1 fair disclosure to Plaintiff of all the facts that materially affects the rights and interests of a  
2 fellow shareholder such as Plaintiff.

3 42. Director Defendants owed Plaintiff the highest duties of loyalty, honesty, fidelity,  
4 trust, candor, disclosure and due care in their fiduciary obligations, as follows:

- 5 i) To act faithfully towards Plaintiff and his interests;  
6 ii) To faithfully disclose all potential and existing conflicts of interest; —  
7 iii) To faithfully and diligently keep Plaintiff informed of all material developments  
8 that affected his interests; and  
9 iv) To refrain from intentional dishonesty.

10 43. As set forth above, Director Defendants breached their obligations and fiduciary  
11 duties of care, loyalty, reasonable inquiry, oversight, good faith and supervision, by:

- 12 i) Materially misleading Plaintiff about the fair value of Sierra Network, Inc. in the  
13 upcoming sale;  
14 ii) Redeeming Plaintiff's shares at an unfairly low value;  
15 iii) Redeeming Plaintiff's shares without disclosing the fair value of Sierra Network,  
16 Inc. as of the date of redemption;  
17 iv) Failing to disclose to Plaintiff, a minority shareholder, information affecting the  
18 value of Plaintiff's shares after Plaintiff agrees to sell the shares but before the sale took place;  
19 v) Redeeming Plaintiff's shares without disclosing their inherent conflict of interest  
20 arising from their capacities as officers, directors, majority shareholders, and insiders;  
21 vi) Failing to disclose appraisals of share value and profit projection to Plaintiff in  
22 connection with the sale of Sierra Network, Inc.;  
23 vii) Seeking multiple releases from liability without first providing a full and fair  
24 statement of the nature and effects of their acts;  
25  
26  
27  
28



viii) Engaging in intentional dishonesty and fraud by disseminating false information and making misleading omissions; and

ix) Other acts and omissions which may be discovered during the course of our investigation.

44. In failing to disclose material facts and committing the breaches of fiduciary duties and obligations as set forth herein, Director Defendants acted intentionally, willfully, maliciously, oppressively, fraudulently, and/or in conscious disregard of the rights and interests of Plaintiff.

45. As a direct and proximate result of Director Defendants' breach of their fiduciary duties, Plaintiff has suffered economic and non-economic losses in an amount according to proof.

**SECOND CAUSE OF ACTION FOR BREACH OF IMPLIED COVENANT OF  
GOOD FAITH AND FAIR DEALING**  
*(Against Director Defendants and DOES 1-250, inclusive)*

46. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 45, above.

47. As discussed above, on various dates between November 1, 2007 and November 10, 2017, Plaintiff entered into oral and written contracts with Emil Hakim, Ehab Atalla and/or Sierra Network, Inc. The written contracts were binding on the parties' heirs, successors, and assigns. Sierra Network, Inc. was purchased by Fagher Holding, USA, Inc. which owns 100% of Sierra Network's stock.

48. The written contracts between Plaintiff and Defendants contained an implied covenant of good faith and fair dealing that obligated Defendants to perform their duties and obligations competently, professionally, and with due diligence and to refrain from doing any act which would prevent or impede Plaintiff from obtaining the benefit of his bargain.

1           49. As a direct and proximate result of Defendants' breaches of the covenant, Plaintiff  
2 has incurred special, general, and consequential damages in amount to be established at trial in  
3 accordance with the proof.

4  
5           **THIRD CAUSE OF ACTION FOR UNFAIR AND DECEPTIVE BUSINESS**  
6           **PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE**

7                           **SECTION 17200, et seq.**  
8                           ***(Against All Defendants and DOES 1-250, inclusive)***

9           50. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
10 through 49, above.

11           51. The Unfair Competition Law defines unfair business competition to include any  
12 "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or  
13 misleading" advertising.

14           52. A business act or practice is "unfair" under the Unfair Competition Law if the  
15 reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the  
16 harm to the alleged victims.

17           53. Defendants have violated the unfair prong of the Unfair Competition Law by  
18 systematically failing to disclose to Plaintiff material information concerning the actual value of  
19 his shares prior to redemption. Director Defendants engaged in purposeful conduct with the  
20 intention of giving Plaintiff an unfairly low price for his shares in order to obtain a significantly  
21 higher price for them in the final sale of the company.

22           54. These acts and practices are unfair because they rob minority shareholders of  
23 trust in the directors and the confidence in the belief that majority shareholders have every  
24 stockholder's best interest in mind when acting.

25           55. The gravity of the harm to members of the class resulting from these unfair acts  
26 and practices outweighs any conceivable reasons, justifications or motives of Defendants for  
27 engaging in such acts.  
28

1           56. Through their unfair acts and practices, Defendants have improperly obtained  
2 money from Plaintiff and similarly situated Class members.

3           57. As such, Plaintiff requests that this Court cause Defendants to restore this money  
4 to Plaintiffs and all Class members, and to enjoin Defendants from continuing to violate the  
5 Unfair Competition Law as alleged herein. Otherwise, Plaintiff may be irreparably harmed  
6 and/or denied an effective and complete remedy if such an order is not granted.  
7

8                           **FOURTH CAUSE OF ACTION FOR VIOLATION OF CALIFORNIA**  
9                           **CORPORATIONS CODE § 25401**

10                           ***(Against Director Defendants and DOES 1-250, inclusive)***

11           58. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
12 through 57, above.

13           59. Section 25401 of the *California Corporations Code* makes it unlawful for any  
14 person to buy or offer to buy a security in this state by means of any written or oral  
15 communication that includes an untrue statement of a material fact or omits to state a material  
16 fact necessary to make the statements made, in the light of the circumstances under which the  
17 statements were made, not misleading.

18           60. In connection with Director Defendant's purchase of Plaintiff's shares as  
19 described herein, Defendants knowingly or with reckless disregard for the truth made various  
20 misleading statements of material facts and/or omissions of material facts necessary in order to  
21 make the statements made, in light of the circumstances under which the statements were made,  
22 not misleading.  
23

24           61. Director Defendants failed to disclose all facts known to them concerning the sale  
25 of Sierra Network, Inc. and the valuation of Plaintiff's shares, which they had a fiduciary  
26 obligation to disclose to Plaintiff.

27           62. The purpose and effect of Director Defendants' conduct was to cause the sale of  
28

1 Plaintiff's shares to be made under circumstances which benefited Director Defendants but  
2 caused detriment to Plaintiff.

3 63. In ignorance of the falsity of the misleading statements and the failure of Director  
4 Defendants to disclose material facts, Plaintiff relied thereon to his detriment in selling his shares  
5 at a price which was not fair.

6 64. As a direct result of Director Defendants' wrongful conduct, Plaintiff has suffered  
7 economic and non-economic damages in an amount to be determined at trial.

8  
9 **FIFTH CAUSE OF ACTION FOR FRAUD**  
10 ***(Against Director Defendants and DOES 1-250, inclusive)***

11 65. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
12 through 64, above.

13 66. Director Defendants owed a fiduciary duty of candor to Plaintiff. By virtue of  
14 Plaintiff having placed his trust and confidence in Director Defendants' fidelity and integrity and  
15 entrusting Director Defendants to act fairly, a confidential relationship existed at all relevant  
16 times between Plaintiff and Director Defendants. As fiduciaries, Director Defendants had a duty  
17 to make full disclosure to Plaintiff of all material facts in connection with the sale of his shares in  
18 Sierra Network.

19 67. Plaintiff in fact placed confidence and reliance on Director Defendants' various  
20 misleading statements or material facts and/or omission of material facts in connection with  
21 Plaintiff's sale of his stock to Director Defendants.

22 68. In ignorance of the falsity of the misleading statements and the failure of Director  
23 Defendants to disclose material facts, Plaintiff relied thereon to his detriment in signing multiple  
24 sham contracts and selling his shares of company stock at a price which was unfair.

25 69. As a result of Director Defendants' fraudulent actions, they gained an unjust  
26 advantage over Plaintiff. Upon information and belief, Director Defendants engaged in the  
27  
28

1 conduct alleged herein with the intent to deceive and defraud Plaintiff into believing that his  
2 interests were being fully protected when in reality they were not.

3 70. As a direct, proximate and substantial cause and result of Director Defendants'  
4 fraudulent conduct, Plaintiff has suffered injuries as set forth more fully herein and according to  
5 proof at trial.

6 71. In failing to disclose material facts and committing the breaches of fiduciary  
7 duties and obligations as set forth herein, Director Defendants acted intentionally, willfully,  
8 maliciously, oppressively, fraudulently, and/or in conscious disregard of the rights and interests  
9 of Plaintiff. By reason thereof, Plaintiff is entitled to recover from Defendants punitive damages  
10 and exemplary damages in an amount sufficient to punish and make an example of Defendants  
11 pursuant to *California Civil Code* § 3294.  
12

13 72. As a result of Director Defendants' conduct alleged herein, Plaintiff is entitled to  
14 unilateral rescission of each contract which Plaintiff entered into under mistake, fraud, duress  
15 and/or undue influence exercised by or with the connivance on behalf of Director Defendants  
16 pursuant to *California Civil Code* § 1689(b). Specifically, Plaintiff is entitled to rescission of the  
17 following Agreements:  
18

19 i) "Sierra Network, Inc. Shareholder Agreements Amendment," executed February  
20 25, 2017;

21 ii) "Sierra Network, Inc. Shareholder Agreements Addendum," executed August 1,  
22 2017;

23 iii) "Shareholder Confirmation," executed August 31, 2017;

24 iv) "Form of Acknowledgement and Release," executed October 23, 2017; and

25 v) "Acknowledgement of Release," executed November 10, 2017.  
26

27  
28 ///



**SIXTH CAUSE OF ACTION FOR VIOLATION OF RULE 10b-5 OF  
SECURITIES AND EXCHANGE ACT OF 1934**

*(Against All Defendants and DOES 1-250, inclusive)*

73. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 72, above.

74. Section 10(b) of the Securities Exchange Act of 1934 and SEC Rule 10b-5 make it unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange to engage in any act or make any untrue statement/omission of a material fact in order to defraud a person in connection with the sale of any security.

75. Upon information and belief, in connection with the purchase and sale of Plaintiff's shares in Sierra Network, Inc. as described herein, Director Defendants knowingly caused certain documents to be mailed, and assertions to be made which included various misleading statements of material facts and/or omissions of material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

76. Director Defendants failed to disclose all facts known to them concerning their purchase of Plaintiff's shares, which disclosure they were required to perform because of their fiduciary duties owed to Plaintiff. The purpose and effect of Director Defendants' conduct was to cause Plaintiff to sell his stock at an unfair price which benefitted Director Defendants but caused detriment to Plaintiff.

77. In ignorance of the deceptiveness of Director Defendants' conduct, Plaintiff did in fact rely thereon to his detriment in selling his shares to Director Defendants at a price far below what Director Defendants knew was the fair value.

78. As a direct and proximate result of Director Defendants' conduct, Plaintiff has

1 been damaged in an amount according to proof.

2 **SEVENTH CAUSE OF ACTION FOR NEGLIGENCE**

3 ***(Against All Defendants and DOES 1-250, inclusive)***

4 79. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
5 through 78, above.

6 80. Defendants owed Plaintiff a duty of care by virtue of their position as directors,  
7 officers, and majority shareholders of Sierra Network, Inc.

8 81. Defendants breached their duty of care in multiple ways, including, but not  
9 limited to: breaching their duty of candor, breaching their duty to disclose material information,  
10 breaching their duty to act in good faith in connection with enticing Plaintiff to enter into secretly  
11 misleading contracts and in connection with the purchase and sale of Plaintiff's shares prior to  
12 the sale of the entire company.

13  
14 82. As a direct and proximate result of Defendants' breach of fiduciary duties,  
15 Plaintiff has suffered economic and non-economic losses in an amount according to proof.

16 **EIGHTH CAUSE OF ACTION FOR CONSPIRACY**

17 ***(Against All Defendants and DOES 1-250, inclusive)***

18 83. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
19 through 82, above.

20 84. Upon information and belief, Plaintiff believes and herein alleges that Al Fakher  
21 Holding Tobacco and Trading Co., along with its subsidiaries Pioneer Venture Group, Ltd. and  
22 Al Fakher Holding USA, Inc. (the "Al Fakher Defendants") were aware of and participated in  
23 Director Defendants' plan to deceive Plaintiff out of a fair compensation for Plaintiff's shares in  
24 Sierra Network, Inc. based on what Al Fakher Defendants knew or reasonably should have  
25 known was going to be the final purchase price for Sierra Network, Inc.

26  
27 85. The memo released by Al Eqbal Investment Co. on July 28, 2017 acknowledged a  
28

1 valuation of Sierra Network, Inc. at around \$55 Million U.S. Dollars. Throughout the deal  
2 process, Plaintiff believes and herein alleges that Al Fakher Defendants and Director Defendants  
3 conspired together to cause Plaintiff to execute amendments to the Shareholder Agreements  
4 which would release Al Fakher Defendants from liability for the deceitful actions alleged herein  
5 without Plaintiff having any reason to know the true nature of and reason for the amendments.  
6

7 86. Plaintiff alleges that Al Fakher Defendants agreed with Director Defendants and  
8 so intended the wrongful acts against Plaintiff alleged herein to be committed. Plaintiff further  
9 alleges that due to the relationship between the Director Defendants and Al Fakher Defendants,  
10 the sale was not an arms-length transaction. Thus, based on the circumstances of the transaction,  
11 the nature of the acts done, the relationship between the defendants and the interests of the co-  
12 conspirators, Plaintiff believes defendants conspired to cause Plaintiff's rightful earnings to be  
13 redirected to Director Defendants. In a further attempt to conceal the proper valuation of the  
14 company, Plaintiff believes and herein alleges that Al Fakher Defendants falsely labeled the  
15 additional amounts paid as "goodwill," after Director Defendants had Plaintiff agree in a  
16 contractual amendment that he would not partake in.  
17

18 87. As a direct and proximate result of Defendants' breach of fiduciary duties,  
19 Plaintiff has suffered economic and non-economic losses in an amount according to proof.  
20

21 **NINTH CAUSE OF ACTION FOR COMMON COUNTS**  
22 **(Against Director Defendants and DOES 1-250, inclusive)**

23 88. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
24 through 87, above.

25 89. Plaintiff alleges that Director Defendants received money that rightfully belonged  
26 to Plaintiff.

27 90. Due to Director Defendants' dishonesty toward Plaintiff, Director Defendants  
28 received Plaintiff's money and retained it. The money was never used for the benefit of Plaintiff.

1           91. Director Defendants still have not given Plaintiff the money he is owed. Instead,  
2 Director Defendants attempted to shield themselves from paying what equity requires by  
3 entering into deceitful contracts with Plaintiff. In equity and good conscious, the funds that  
4 Director Defendants received for Plaintiff's 12.5% equity in Sierra Network, above and beyond  
5 the funds already provided to Plaintiff, should be given to Plaintiff.  
6

7                           **TENTH CAUSE OF ACTION FOR CONSTRUCTIVE FRAUD**  
8                           ***(Against Director Defendants and DOES 1-250, inclusive)***

9           92. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
10 through 91, above.

11           93. Director Defendants were directors of Sierra Network, Inc. and therefore owed a  
12 fiduciary duty to Plaintiff to provide complete and accurate information in connection with the  
13 sale of his shares.

14           94. Director Defendants breached this duty by failing to provide Plaintiff with  
15 complete and accurate information. Rather, the information Director Defendants gave to  
16 Plaintiff regarding the fair value of his shares was inaccurate and/or incomplete, which Director  
17 Defendants knew or should have known was incorrect.  
18

19           95. Plaintiff reasonably relied on the information provided to him by Director  
20 Defendants. Thus, Director Defendants' failure to disclose information misled Plaintiff to his  
21 detriment.

22           96. Had Director Defendants disclosed complete and accurate information, Plaintiff  
23 reasonably would have behaved differently. As a direct result of Director Defendants' conduct,  
24 Plaintiff suffered economic and non-economic harm.  
25

26 ///

27 ///

28 ///

**ELEVENTH CAUSE OF ACTION FOR INTENTIONAL  
MISREPRESENTATION**

***(Against Director Defendants and DOES 1-250, inclusive)***

97. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 96, above.

98. At the time Director Defendants made false misrepresentations to Plaintiff concerning the valuation of his shares, Director Defendants knew that the shares were worth a much higher value based on their negotiations with Al Fakher.

99. However, in an effort to unfairly usurp the profits owed to Plaintiff, Director Defendants made such false representations to Plaintiff with the express intent of deceiving him and inducing his reliance upon the statements and low valuation of Sierra Network.

100. Plaintiff justifiably relied on Director Defendants' intentional misrepresentations, which caused him economic and non-economic injury.

**TWELFTH CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION**  
***(Against Director Defendants and DOES 1-250, inclusive)***

101. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1 through 100, above.

102. Director Defendants represented to Plaintiff that his shares were worth only around \$2 Million U.S. Dollars. This representation was, in fact, not true. Director Defendants had no reasonable grounds for believing this representation was true when they continuously made it to Plaintiff.

103. Director Defendants made said misrepresentations to Plaintiff with the intention that he rely on them. Plaintiff did, in fact, reasonably rely on Director Defendants' misrepresentations.

104. As a direct and proximate result of Plaintiff's reliance on Director Defendants' representations, Plaintiff suffered harm.



1                   **THIRTEENTH CAUSE OF ACTION FOR RESCISSION OF CONTRACTS**  
2                   ***(Against Director Defendants and DOES 1-250, inclusive)***

3           105. Plaintiff realleges and incorporates herein as if set forth in full, paragraphs 1  
4 through 104, above.

5           106. At the time Plaintiff entered into the Amendments to Shareholder Agreements, he  
6 had no reason to know of Director Defendants' fraudulent intent to deceive and harm Plaintiff.  
7 In actuality, through a series of contractual agreements and amendments to agreements, Director  
8 Defendants were, in essence, attempting to build a protective shield around the profits they knew  
9 they would receive which rightfully belonged to Plaintiff.  
10

11           107. Based on the knowledge and information that Plaintiff now knows, which he had  
12 no reasonably way of knowing of at the time of contracting, the contracts were executed under  
13 fraud, mistake of fact, and contained unconscionable terms.

14           108. Equity and justice require rescission of each contract and amendment in order to  
15 allow Plaintiff an avenue to seek a fair remedy for defendants' transgressions against him. Had  
16 Director Defendants fulfilled their fiduciary duties and disclosed all material facts known to  
17 them at the time of entering into the contracts with Plaintiff, Plaintiff would have likely acted  
18 differently and not entered into the agreements.  
19

20           109. Due to defendants' conduct, justice and fairness require the contracts to be  
21 rescinded. The language in the contracts concerning releasing defendants from liability is  
22 unconscionable. The language in the contracts concerning the proper and fair valuation of  
23 Plaintiff's shares in the company is unconscionable. The language in the contracts stating that  
24 Plaintiff has no right to profits the company receives under the guise of "goodwill" is a sham and  
25 unconscionable.  
26

27           110. As a direct and proximate result of Director Defendants' extensive misdeeds,  
28 Plaintiff has suffered economic and non-economic losses which require rescission of the

1 contracts.

2 V.

3 **PRAYER FOR RELIEF**

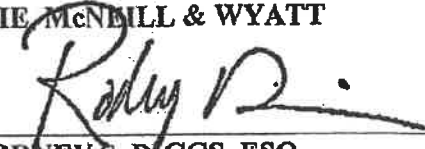
4 **WHEREFORE**, Plaintiff prays for judgment against all Defendants, and each of them,  
5 as to all causes of action, as follows:

- 6 1. Plaintiff demands a jury trial as to the issues so triable;
- 7 2. Special damages according to proof;
- 8 3. General damages according to proof;
- 9 4. Rescission of contracts;
- 10 5. Restitution and disgorgement of all benefits and other undue compensation  
11 obtained by Defendants at the expense of Plaintiff;
- 12 6. Attorneys' fees and costs pursuant to *California Civil Code* § 1717;
- 13 7. Declaratory and punitive damages;
- 14 8. Equitable and/or injunctive relief as permitted by law and equity including  
15 restitution, attaching, impounding, imposing a constructive trust on, or otherwise restricting  
16 Defendants' assets so as to ensure that Plaintiff recover any judgments obtained against the  
17 Defendants for their misdeeds; and
- 18 9. Such further relief as the Court deems just and proper.

19  
20  
21 Dated: November 28, 2018

IVIE, McNEILL & WYATT

22  
23 By:

  
24 RODNEY S. DIGGS, ESQ.  
25 CHAENA B. DADE, ESQ.  
26 Attorneys for Plaintiffs,  
27 DAVID HANNA  
28

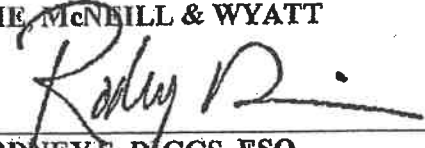
**DEMAND FOR JURY TRIAL**

Plaintiff DAVID HANNA hereby demands a jury trial on all causes of action in the above-referenced matter.

Dated: November 28, 2018

IVIE, McNEILL & WYATT

By:

  
\_\_\_\_\_  
RODNEY S. DIGGS, ESQ.  
CHAENA B. DADE, ESQ.  
Attorneys for Plaintiffs,  
DAVID HANNA